

G-Cloud 15 – Lot 3

Cloud Support Services

**Digital innovation and transformation
mobilisation, adoption and spread support**

Supplier Terms and Conditions

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1. Relationship to the G-Cloud Framework

These Supplier Terms and Conditions apply to services provided by Kent Surrey Sussex AHSN Limited trading as Health Innovation Kent Surrey Sussex ("Health Innovation KSS") under the G-Cloud 15 Framework Agreement (RM1557.15).

In the event of any conflict or inconsistency, the G-Cloud Framework Agreement, CCS General Terms and the applicable Call-Off Contract Terms shall take precedence.

2. Nature of services

Health Innovation KSS provides advisory, mobilisation and programme-based services to support public sector health and care organisations to mobilise, adopt and embed cloud-enabled digital initiatives.

Services may include:

- data readiness and information auditing
- information structure and data design support
- engagement and communication planning
- programme and project governance support
- mobilisation coordination across stakeholders
- service optimisation and right-sizing advice
- adoption and spread planning

Services are advisory and programme-based only and are delivered on a project or time-limited basis in line with the agreed scope of work.

Unless expressly agreed in a Call-Off Contract, services **do not include**:

- system or software implementation

- system migration or configuration
- cloud hosting or managed services
- security operations or testing services
- ongoing operational or helpdesk support
- product ownership, licensing or resale

3. Intellectual property rights

Each party retains ownership of its background intellectual property, including intellectual property existing prior to the Call-Off Contract or developed independently of it.

Subject to payment of the agreed Charges, the Buyer is granted a non-exclusive, royalty-free, perpetual licence to use, copy and share any reports, plans or other deliverables produced specifically for the engagement for its internal business and public sector purposes.

Ownership of Health Innovation KSS methodologies, frameworks, tools, templates, know-how and reusable materials is not transferred and remains with Health Innovation KSS.

4. Confidentiality and data protection

Each party shall treat the other's confidential information appropriately and comply with applicable UK data protection legislation, in accordance with the G-Cloud Framework Agreement and Call-Off Contract Terms.

5. Delivery and working arrangements

Services are normally delivered **remotely**.

On-site delivery may be provided by agreement, subject to availability and location. Any agreed travel or subsistence costs will be charged in line with the Call-Off Contract.

Delivery is dependent on timely access to relevant stakeholders, information and decisions from the Buyer.

6. Subcontracting

Health Innovation KSS may use suitably qualified external delivery partners where appropriate.

Health Innovation KSS remains responsible for the performance and quality of the services in accordance with the G-Cloud Framework requirements.

7. Payment and invoicing

Unless otherwise agreed in a Call-Off Contract:

- Payment terms are 30 days from receipt of a valid invoice.
- Invoices will be issued in accordance with the agreed pricing and milestones.
- Work will not commence until a valid purchase order or written authorisation has been received.

All payment arrangements remain subject to the G-Cloud Framework Agreement and Call-Off Contract Terms.

8. Liability

Liability is governed by the G-Cloud Framework Agreement and applicable Call-Off Contract Terms.

9. Governing law

These terms are governed by English law, in accordance with the G-Cloud Framework Agreement.